

Lender: **Heritage Rock Mortgage**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**
Order Number: **20070613002**

PeirsonPatterson, LLP
Loan Transmittal Memorandum

www.ppdocs.com

This loan package was prepared by: **Sandy Hambright**

Comments:

Texas Modification of Permanent - Sample Package. Thank you!

Attorney Invoice
PeirsonPatterson, LLP
2310 Interstate 20 W, Suite 100
Arlington, TX 76017
Phone: (817) 461-5500 Fax: (817) 856-6060

Invoice To: Summer Closer
Your Title Company
12428 Memorial Drive
Arlington, TX 76017
Phone: (817) 973-9700 Fax: (817) 973-9512
GF Number: 555555

Date	Order #	Description	Amount
6/19/2007	20070613002	For professional services in connection with the preparation of real estate documents.	\$200.00

Lender:

Heritage Rock Mortgage
1212 Sunnydale Drive
Arlington, TX 76017
Phone: (817) 375-2638 Fax: (817) 375-2639
Closer: Sam Jones
Loan # 7070665

Property:

42 East Bay Boulevard
Arlington, TX 76017

Borrower(s):

John Doe

TO INSURE PROPER CREDIT, PLEASE RETURN COPY OF INVOICE WITH REMITTANCE AND PLEASE REFERENCE OUR INVOICE NUMBER ON YOUR CHECK.

MAKE CHECK PAYABLE TO: * PeirsonPatterson, LLP. - ARLINGTON *
DO NOT MAIL TO DALLAS - MAIL CHECK TO ARLINGTON

The fee(s) on this invoice must be separately itemized on the closing statement and shown as a fee to the Lender's attorney. Please contact this office immediately should the transaction be cancelled so that our billing department can close this account. Please make your payment within three days following the closing.

Please do not staple checks to this invoice.
THANK YOU FOR YOUR BUSINESS.

To Settlement Agent:
Your Title Company
12428 Memorial Drive
Arlington, TX 76017
Attn: **Summer Closer**
Phone No.: **(817) 973-9700**
Fax No.: **(817) 973-9512**
Email: **scloser@yourtitleco.com**

From Lender:
Heritage Rock Mortgage
1212 Sunnydale Drive
Arlington, TX 76017
Attn: **Sam Jones**
Phone No.: **(817) 375-2638**
Fax No.: **(817) 375-2639**
Email: **sjones@heritagerockmortgage.com**

Supplemental Closing Instructions

SECTION I. LOAN INFORMATION

Borrower(s): **John Doe**
Property Address:
42 East Bay Boulevard, Arlington, TX 76017
Loan Amount: **\$200,000.00**
Initial Payment: **\$1,264.14**
Loan Type: **First Lien-Conventional-Modification**

Loan # **7070665**
GF No: **555555**
Order Number: **20070613002**
Invoice Number: **7-06-0872**
Initial Interest Rate: **6.500%**
Term of Loan: **360 month(s)**
Closing Date: **July 22, 2007**
Document Exp. Date:
First Payment Date: **September 1, 2007**
Final Payment Date: **August 1, 2037**

SECTION II. LOAN FEES AND ESCROWS

Settlement agent fees are provided as an estimate. Final settlement fees must comply with applicable federal laws, rules and regulations; and any applicable state laws or local ordinances.

A. Fees Paid at Closing. The following fees must be indicated on the HUD-1 Settlement Statement. Collect same unless indicated as "POC" (Paid Outside Closing). Show all "POC"s as such on the HUD-1 Settlement Statement:

HUD Line # / Description	Paid To	Borrower (\$)	Seller (\$)	Others (\$)
801 Loan Origination Fee	Heritage Rock Mortgage	2,000.00		
803 Appraisal Fee	H&R Appraisers	275.00		
808 Tax Service Fee		97.00		
812 Courier Fee		50.00		
901 Prepaid Interest for 10 days (35.6164 per day)		356.16		
1107 Attorney's Fee	PeirsonPatterson, LLP	200.00		
1303 Title Escrow Fee	Your Title Company	200.00		
1304 Title Courier Fee/Fed Ex Fee	Your Title Company	40.00		

B. Per Diem Interest and Escrows: Per Diem Interest is **\$35.62** per day. Collect per diem interest from the date of funding (including date of funding) but not including the first day of next month. Collect from **Borrower(s)** and remit by separate check to Lender.

Escrows Waived. Lender has waived the requirement for escrows on this loan.

C. Issuance of Separate Checks: Lender requires the issuance of additional separate checks for the following, which have not been deducted from the loan proceeds.

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SECTION III. LOAN DOCUMENTS

We are enclosing the following documents in connection with the above-referenced loan. Do not allow anyone to execute the loan documents before the date indicated on the Note. All papers must be signed as the legal documentation has been typed. All documents requiring execution in the presence of a notary public shall be so executed, and this notary shall complete the proper notary acknowledgment and affix the proper seal to such documents. If there is any question as to the identity of the person executing any document, the responsibility of determining that person's identity is that of the notary public and the Settlement Agent. No corrections, erasures, changes or substitutions may be made to the documents without Lender's prior written approval. Such documents are conditionally delivered to Settlement Agent only for loan settlement and should under no circumstances leave Settlement Agent's possession or control except for delivery to Lender unless Settlement Agent is in receipt of written instructions otherwise from Lender. Powers of Attorney are not allowed unless specifically approved in writing by Lender. If you have information that the typed names are incorrect, please contact Lender immediately. Please follow the respective instructions for the disposition of each document.

Loan Transmittal Memorandum

Attorney Invoice Return with payment to PeirsonPatterson, LLP. @ 2310 W. Interstate-20, Suite 100, Arlington, Texas, 76017-1668.

Supplemental Closing Instructions Originals to be signed by Settlement Agent and returned to Lender.

HUD-1a Settlement Statement Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Truth in Lending Disclosure Statement Each Borrower must sign original counterpart prior to signing the Note and Security Instrument (Mortgage / Deed of Trust). Return Original and two (2) certified copies to Lender. Give each Borrower one (1) copy.

APR & Finance Charge Summary Give to Borrower(s).

Loan Modification Agreement (Providing for Fixed Interest Rate) The indicated Borrower(s) must sign original Loan Modification Agreement. Obtain acknowledgements. Return original to Lender. Give Borrower(s) one (1) copy.

Renewal And Extension Addendum To Modification Agreement Attach the rider to original Security Instrument (Mortgage / Deed of Trust) and file of record. Borrower(s) must sign. Return three (3) certified copies.

1st Payment Letter & Mailing Add Cert/Coupons Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Attorney Rep Notice All indicated Parties must sign. Return original to Lender. Give each party one (1) copy.

Affidavit Of Completion Upon completion of construction, Original to be completed, executed by Borrower(s) and notarized. Return original to Lender.

Document Correction Agreement Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Escrow Waiver Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Fair Credit Reporting Act Notice Borrower(s) must sign. Return original to Lender. Give Borrower(s) one (1) copy.

Name Affidavit - Borrower 1 Borrower(s) must sign and swear to the truth of the matter(s) stated. Signatures must be acknowledged. Return Original(s) to Lender. Give Borrower(s) one (1) copy.

Notice of No Oral Agreements Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Status Certification Affidavit Borrower(s) must sign and swear to the truth of the matter(s) stated. Signatures must be acknowledged. Return Original(s) to Lender. Give Borrower(s) one (1) copy.

Texas Collateral Protection Insurance Notice Borrower(s) must sign. Return Original to Lender. Give Borrower(s) one (1) copy.

Request for Taxpayer Identification Number and Certification - Borrower 1 Each Borrower must complete and sign a separate W-9. Return Original(s) to Lender.

Supplemental Closing Instructions

SECTION IV. ADDITIONAL REQUIREMENTS

Hazard Insurance. Obtain a one year paid comprehensive Texas HO-B - homeowner's insurance policy with paid receipt or if unavailable at time of submission to Lender, complete and return Original Hazard Insurance Certification of payment by Settlement Agent. Any binder must meet requirements (1)-(4) of Section 2, subsection (e) of Article 21.48 A of the Texas Insurance Code. The policy should have a minimum deductible and be in an amount not less than the loan amount. The policy must be A + V Class or better in the Best Key Rating Guide. "Its Successors and/or Assigns" should follow the Lender's name in the mortgagee clause of the policy.

Borrower's HUD-I Settlement Statement. Three (3) certified copies. The Borrower(s) cannot receive any credit against the Sales Price for repairs or any other matter(s) without Lender's specific approval. Must reflect the name and address, including zip code of the Borrower(s), the Lender and the Settlement Agent.

Lender's Privacy Requirements. Maintaining public confidence is important to the success and well-being of Lender. Additionally, Lender is bound by certain state and federal laws and regulations that require Lender and Lender's employees to transact business mindful that information shall be properly safeguarded. These closing instructions hereby put Settlement Agent on notice that the laws, regulations and safeguards that apply to Lender and its employees equally apply to vendors, agents and service providers [VASPs] of Lender. In conducting the business of Lender, certain customer information is obtained, used, created, stored and disposed. It is expected and required that all persons or entities with access to Lender's customer information shall keep that information confidential. VASPs are not authorized to access Lender's customer information except as is minimally necessary to complete assigned work. VASPs are not to make unauthorized copies of customer information. VASPs are not to discuss customer information with anyone other than authorized persons. Casual conversation about customers and customer information is prohibited and should be avoided even with other VASPs or Lender employees. VASPs shall not sell or otherwise share any customer information with any third party persons or companies. It is understood by Settlement Agent that Lender's customer information shall only be obtained, used, stored and disposed by methods and means that are necessary and permitted in order to conduct the business of Lender and Settlement Agent. All such access shall be in a safe guarded manner consistent with Lender's business practices and generally accepted professional business standards.

Other Items:

- **Borrower(s) must complete Social Security Number(s) or Tax ID number on any applicable documents.**
- **Provide any and all other state specific documents necessary to properly close and insure this transaction.**
- **According to information provided to Lender, settlement agent will charge Borrower(s) an escrow fee of \$00.00 and a wire/courier/Fed-X fee (to meet Lender's requirements) of \$0.00. Do not increase or decrease these fees without Lender's prior written consent. These fees have been included as a prepaid finance charge in Borrower(s)' Truth in Lending Disclosure according to Federal regulations effective 10/1/98.**

SECTION V: LOAN FUNDING

All papers must be signed as the legal documentation has been typed. If you have information that the typed names or other factual information are incorrect, please contact Lender immediately. All fees and charges required to be paid and known by Settlement Agent must be reflected on the Settlement Statement. The Settlement Statement must be faxed to Lender for approval prior to Closing. After Lender approval, no charges or fees can be added to the Settlement Statement without lender's written consent. The loan must close and fund by the Document Expiration Date indicated on page one of these Instructions. Do not file the Deed of Trust prior to Lender's funding authorization. The Closing of this loan is contingent upon the Sales Price captioned herein being true and correct. Should you have information indicating a lesser Sales Price or any secondary financing not shown above, do not close this loan and contact Lender immediately.

- **Authority to deposit any check/draft and to disburse is contingent upon approval from Lender.**

The escrow agent shall prepare the HUD-1 Settlement Statement in accordance with these instructions and provide it to us for our approval at least 24 hours before the real estate settlement transaction is closed. Then, the escrow agent shall close the transaction and disburse funds only in accordance with the approved HUD-1 Settlement Statement. If any party to the transaction requests that his/her funds be disbursed in any manner different from the approved HUD-1, the escrow agent shall advise us of the request and obtain prior approval from us before any funds are disbursed in a manner different from the approved HUD-1 Settlement Statement.

SUBJECT TO ANY LIMITATIONS IMPOSED BY PROCEDURAL RULE P-35 OF THE BASIC MANUAL OF TITLE INSURANCE IN THE STATE OF TEXAS, THE UNDERSIGNED AS AUTHORIZED AGENT FOR SETTLEMENT AGENT HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES TO FOLLOW ALL THE TERMS CONTAINED IN THESE SUPPLEMENTAL CLOSING INSTRUCTIONS, THE COMMITMENT FOR TITLE INSURANCE ISSUED FOR THIS LOAN AND THE MASTER CLOSING INSTRUCTIONS WHICH ARE INCORPORATED HEREIN BY REFERENCE PRIOR TO THE REQUEST FOR LOAN FUNDING, UNLESS OTHERWISE AUTHORIZED HEREIN. THIS ACKNOWLEDGEMENT DOES NOT OTHERWISE IMPLY A CERTIFICATION OR GUARANTY OF FACT, INSURANCE COVERAGE OR CONCLUSION OF LAW.

Your Title Company

By: _____

Settlement Agent Signature

[ORIGINAL SIGNATURE, NOT STAMP, REQUIRED AND A CONDITION OF FUNDING.]

OMB Approval No. 2502-0491

PeirsonPatterson, LLP.
www.ppdocs.com
[Doc ID 3201 Rev. 07.07.05]

1100. Title Charges			
1101. Settlement or closing fee			
1102. Abstract or title search			
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary Fees			
1107. Attorney's Fee to PeirsonPatterson, LLP	200.00		
1108. Title insurance			
1109. Lender's coverage			
1110. Owner's coverage			
1200. Government Recording and Transfer Charges			
1201. Recording fees			
1202. City/county tax/stamps			
1203. State tax/stamps			
		N. NET SETTLEMENT	
1300. Additional Settlement Charges		1600. Loan Amount	
1301. Survey		1601. Plus Cash/Check from Borrower	
1302. Pest Inspection			
1303. Title Escrow Fee to Your Title Company	200.00	1602. Minus Title Settlement Charges (line 1400)	
1304. Title Courier Fee/Fed Ex Fee to Your Title Company	40.00		
		1603. Minus Total Disbursements to Others (line 1520)	
		1604. Equals Disbursements to (from) Borrower	
1400. Total Settlement Charges (enter on line 1602)		After expiration of applicable rescission period required by law	

Signature

Date

John Doe

TRUTH-IN-LENDING DISCLOSURE STATEMENT
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

LENDER OR LENDER'S AGENT:

Heritage Rock Mortgage
1212 Sunnydale Drive
Arlington TX 76017

Loan #: **7070665**

Date: **07/22/2007**

Type of Loan: **Conv**

BORROWER(S):

John Doe

MAILING ADDRESS: **42 East Bay Boulevard, Arlington, TX 76017**

PROPERTY ADDRESS: **42 East Bay Boulevard, Arlington, TX 76017**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total price of your purchase on credit, including your downpayment of
6.6333%	\$257,828.98	\$197,256.84	\$455,085.82	

ITEMIZATION: You have the right to receive at this time an itemization of the Amount Financed.

☐ I do not want an itemization. _____ (Initials)

☐ I want an itemization. _____ (Initials)

☐ An Itemization of Amount Financed or Good Faith Estimate of Settlement Costs is attached.

PAYMENT SCHEDULE:

359 monthly payments of \$1,264.14 beginning September 1, 2007

1 monthly payment of \$1,259.56 due on August 1, 2037

☐ **DEMAND FEATURE:** This loan has a demand feature.

☐ **REQUIRED DEPOSIT:** The Annual Percentage Rate does not take into account your required deposit.

VARIABLE-RATE FEATURE:

☒ Your loan does not have a variable-rate feature.

☐ Your loan contains a variable-rate feature. Disclosures about the variable-rate feature have been provided to you earlier.

☐ Your loan contains a variable-rate feature and:

The ANNUAL PERCENTAGE RATE may increase during the term of your loan if:

☐ the applicable interest rate index increases. The index governing this loan is:

☐ the balance in your deposit account falls below

☐ you terminate your employment with

☐ The maximum interest rate increase at one time will not exceed

☐ The maximum interest rate will not exceed

The interest rate will not increase more than once

Any increase in the interest rate will take the form of:

☐ higher payment amounts. ☐ more payments of the same amount. ☐ a larger amount due at maturity.

If the interest rate is increased by

☐ your regular payments will increase to

☐ you will have to make

☐ your final payment will increase to

☐ This variable-rate loan has an option to convert to a fixed interest rate loan.

The fixed interest rate loan has a maximum interest rate of %.

SECURITY: You are giving a security interest in the property located at:

42 East Bay Boulevard, Arlington, TX 76017

TRUTH-IN-LENDING DISCLOSURE STATEMENT CONTINUED

LENDER OR LENDER'S AGENT:

Heritage Rock Mortgage
1212 Sunnydale Drive
Arlington TX 76017

BORROWER(S): **John Doe**
MAILING ADDRESS: **42 East Bay Boulevard, Arlington, TX 76017**
PROPERTY ADDRESS: **42 East Bay Boulevard, Arlington, TX 76017**

ASSUMPTION: Subject to conditions contained in the loan documents, someone buying the property:

- ☒ cannot be allowed to assume the remainder of the loan on the original terms.
☐ may, subject to conditions, be allowed to assume the remainder of the loan.

FILING / RECORDING FEES: **\$100.00 (e)**

INSURANCE: The following insurance is required to obtain credit:

- ☐ Credit life insurance.
☐ Credit life and credit disability insurance
☐ Flood insurance
☐ Credit disability insurance.
☒ Property insurance.

You may obtain the insurance from anyone you want that is acceptable to Lender.

- ☐ If you purchase property insurance from Lender, you will pay _____ for a one year term.
☐ If you purchase flood insurance from Lender, you will pay _____ for a one year term.

Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance _____
Credit Disability		I want credit disability insurance _____
Credit Life and Disability		I want credit life and disability insurance _____

LATE CHARGE:

If your payment is more than 15 days late, you will be charged a late charge of 5.000% of the **overdue payment of principal and interest**

PREPAYMENT: If you pay off early, you

- ☒ will not have to pay a penalty.
☐ may have to pay a penalty.
☐ may be assessed interest charges until the end of the month.
☒ will not be entitled to a refund of part of the finance charge.
☐ may be entitled to a refund of part of the finance charge.

☐ All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information regarding non-payment, default, any required repayment in full before schedule date, and prepayment refunds and penalties.

(e) means an estimate

NOTE: Payments shown herein do not include reserve deposits for taxes, property or flood insurance if required by Lender.

I/We have received a copy of this disclosure statement.

Signature

John Doe

Date

APR & FINANCE CHARGE SUMMARY

LENDER:

Heritage Rock Mortgage
1212 Sunnydale Drive
Arlington TX 76017

Date: 07/22/2007

Funding: 07/22/2007

Mortgage Ins: No

Loan Amount: \$200,000.00

Loan Term: 360 months

Note Rate: 6.500%

Type of Loan: Conv

1st Payment: 09/01/2007

Loan # 7070665

BORROWER(S):

John Doe

MAILING ADDRESS: 42 East Bay Boulevard, Arlington TX 76017

PROPERTY ADDRESS: 42 East Bay Boulevard, Arlington, TX 76017

ANNUAL PERCENTAGE RATE	FINANCE CHARGE (1)	Amount Financed (2)	Total of Payments (3)	Total Sale Price (4)
6.6333%	\$257,828.98	\$197,256.84	\$455,085.82	

1. Finance Charges:	2. Calculation of Amount Financed:
Loan Origination Fee 2,000.00	Total Loan Amount 200,000.00
Tax Service Fee 97.00	Less Prepaid Finance Charges 2,743.16
Courier Fee 50.00	TOTAL AMOUNT FINANCED 197,256.84
Prepaid Interest for 10 days (35.6164 per day) 356.16	
Title Escrow Fee 200.00	
Title Courier Fee/Fed Ex Fee 40.00	
Total Prepaid Finance Charges: 2,743.16	
Plus Interest for life of loan: 255,085.82	
TOTAL FINANCE CHARGE: 257,828.98	
	3. Calculation of Total of Payments:
	Loan Amount 200,000.00
	Plus Interest for life of loan 255,085.82
	Plus Mortgage Insurance Renewals 0.00
	TOTAL OF PAYMENTS 455,085.82
	4. Calculation of Total Sale Price:
	N/A

AFTER RECORDING, RETURN TO:

**Heritage Rock Mortgage
1212 Sunnydale Drive
Arlington, TX 76017
Sam Jones**

_____[Space Above This Line For Recording Data]_____

**Loan Modification Agreement
(Providing for Fixed Interest Rate)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Loan # 7070665

This Loan Modification Agreement ("Agreement"), made this **Twenty-second** day of **July, 2007**, between **John Doe, a single person** ("Borrower") and **Heritage Rock Mortgage** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **January 1, 2007** and recorded in **Clerk's File #333333 on January 2, 2007**, of the real property records of **Tarrant County, Texas** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

42 East Bay Boulevard, Arlington, TX 76017
(Property Address)

the real property described being set forth as follows:

Lot 9, Block 5, East Bay Addition, an Addition located in the City of Arlington, Tarrant, County, Texas, according to the map recorded in Volume 22, Page 325, of the Map Records of Tarrant County, Texas.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **July 22, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$200,000.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.500%**, from **July 22, 2007**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,264.14**, beginning on the **First** day of **September, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.500%** will remain in effect until principal and interest are paid in full. If on **August 1, 2037** the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Heritage Rock Mortgage, a Texas national bank

Signature

Date

Jill Tucker, Vice President

Signature

Date

John Doe

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **John Doe**

Notary Public
Printed Name: _____
My commission expires: _____

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **Jill Tucker, Vice President of Heritage Rock Mortgage, on behalf of said national bank**

Notary Public
Printed Name: _____
My commission expires: _____

Renewal and Extension Addendum to Modification Agreement

This Loan Modification Agreement is a “written extension” as provided by Section 16.036 of the Texas Civil Practice and Remedies Code. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended until the indebtedness evidenced by the Note, as renewed, modified and extended hereby, has been fully paid. Lender and the Borrower acknowledge and agree that such extension, renewal, amendment, modification or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Loan Modification Agreement being simply to extend, modify, amend or rearrange the time and the manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests acknowledged by the Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note. The Borrower hereby expressly waives the benefit of any and all statutes of limitation which might otherwise inure to Borrower’s benefit, or be in any way applicable to Borrower’s obligations under the terms of any and all instruments described herein.

Executed to be effective _____, 20_____.

Signature

Date

John Doe

Lender: **Heritage Rock Mortgage**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**

First Payment Letter and Mailing Address Certification

Loan # 7070665

Your first payment will be due **September 1, 2007**.

To assure proper credit on your account, please include your loan number as indicated above on all of your loan payment checks. Unless otherwise indicated in your promissory note, each loan payment is due on the **1st** day of the month. Each payment should be mailed early enough for it to reach the holder of the note on or before that date. Payments received after that date are DELINQUENT and could affect your credit rating. Unless otherwise indicated in your note, payments received after the end of the **15th** day of the month due are subject to late charges. Your Total Payment for the first year of the loan is itemized below. The payment may change due to changes in any of the components of the Total Payment (including a possible interest rate change if the loan contains a variable rate feature). New payment coupons (including any adjusted amounts) will be mailed to you at your last known address.

If you do not receive your payment coupons before the date the **FIRST PAYMENT IS DUE AND WE DO NOT NOTIFY YOU TO MAIL SAID PAYMENT DIRECTLY TO US, WHICH WE EXPRESSLY RESERVE THE RIGHT TO DO**, please mail your check along with the temporary payment coupon enclosed.

Your estimated "Total Payment" amount is **\$1,264.14**, totaled from these payment elements:

Description	Amount
Principal and Interest:	\$1,264.14
Total:	\$1,264.14

In order for Lender to provide Borrower(s) with mortgage coupon payment booklets and to correspond with Borrower(s) on matters of importance, Lender requests Borrower(s) to provide the following information:

Present Mailing Address: _____
City, State & ZIP Code: _____
Present Telephone Number (include area code): _____
Anticipated Moving Date: _____
New Mailing Address: _____
City, State & ZIP Code: _____
New Telephone Number (including area code)(if known): _____

If Borrower(s) desires the mailing address to be different than the address of the Property indicated on the survey, Borrower(s) must provide the correct mailing address above. I/We, the above referenced Borrower(s), certify the above mailing information to be true and correct and further agree to notify the holder or servicer of the note immediately of any change of address by certified mail, return receipt requested, to the address stipulated in the Mortgage/Deed of Trust as being the address where Loan payments are to be mailed. No other knowledge, whether actual or constructive, by the holder of the note or any of its agents or employees, will be sufficient to put the holder of the note on notice of any change of Borrower(s) mailing address and/or telephone number.

Signature

Date

John Doe

1st Payment Letter & Mailing Add Cert/Coupons

TEMPORARY PAYMENT COUPON

1st Payment

Loan # 7070665 **PAYMENT AMOUNT \$1,264.14** **PAYMENT DUE DATE: 09/1/2007**
BORROWER'S NAME: John Doe, a single person
PROPERTY ADDRESS: 42 East Bay Boulevard, Arlington, Texas 76017

Note to Borrower: These temporary payment coupons should be used if you have not received your mortgage loan coupon booklet prior to the due date of this payment. The payment amount listed is only an estimate, since all the necessary data for your loan has not been compiled. Please cut out the coupon and remit it with your check to:

Heritage Rock Mortgage
1212 Sunnydale Drive
Arlington, TX 76017

----- CUT HERE -----

TEMPORARY PAYMENT COUPON

2nd Payment

Loan # 7070665 **PAYMENT AMOUNT \$1,264.14** **PAYMENT DUE DATE: 10/1/2007**
BORROWER'S NAME: John Doe, a single person
PROPERTY ADDRESS: 42 East Bay Boulevard, Arlington, Texas 76017

Note to Borrower: These temporary payment coupons should be used if you have not received your mortgage loan coupon booklet prior to the due date of this payment. The payment amount listed is only an estimate, since all the necessary data for your loan has not been compiled. Please cut out the coupon and remit it with your check to:

Heritage Rock Mortgage
1212 Sunnydale Drive
Arlington, TX 76017

----- CUT HERE -----

TEMPORARY PAYMENT COUPON

3rd Payment

Loan # 7070665 **PAYMENT AMOUNT \$1,264.14** **PAYMENT DUE DATE: 11/1/2007**
BORROWER'S NAME: John Doe, a single person
PROPERTY ADDRESS: 42 East Bay Boulevard, Arlington, Texas 76017

Note to Borrower: These temporary payment coupons should be used if you have not received your mortgage loan coupon booklet prior to the due date of this payment. The payment amount listed is only an estimate, since all the necessary data for your loan has not been compiled. Please cut out the coupon and remit it with your check to:

Heritage Rock Mortgage
1212 Sunnydale Drive
Arlington, TX 76017

Lender: **Heritage Rock Mortgage**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**

Attorney Representation Notice

Loan # 7070665

LOAN DOCUMENTATION. PeirsonPatterson, LLP, (“we”, “us” or “our”) has prepared the legal instruments involved in this loan using information supplied by the Lender and other third parties. We have acted only on behalf of the Lender. We and the Lender have not assisted or rendered legal advice to Borrower with respect to the loan or the Property securing it or the documents executed in connection with it. If Borrower has any questions about the meaning of any document or Borrower’s legal rights, Borrower should retain personal legal counsel for advice in this transaction.

DESCRIPTION OF LEGAL SERVICES PERFORMED. We may have prepared all or part of the following legal instruments affecting title to the Property: Deed (if a purchase transaction, Note, Security Instrument and Assignment of Lien (if requested).

DISCLAIMER OF REPRESENTATION OR WARRANTY. We have not conducted a title search on the Property, and make no representation or warranty about condition of the title, access to the Property or any other matters that might be revealed from Borrower’s examination of a survey, title information, or the Property itself. Borrower is cautioned to make sure the Deed delivered to Borrower conveys what Borrower has contracted to purchase.

DATA SUPPLIED BY LENDER. The disclosure calculations and fee data have been supplied by the Lender. We make no representations regarding the value of the Property, conformance with any limitations on fees, waiting periods or any other matters outside our control.

RESPONSIBILITY FOR PAYMENT OF FEES. As part of Borrower’s obligation to pay the expenses of the Lender in connection with the preparation of the legal documentation, Borrower agrees to pay directly to us at loan closing, the amount indicated on the Attorney Invoice.

BASIS FOR FEE. The document preparation fee charged by us is based on a per transaction charge rather than an hourly fee. This fee is intended to provide fair compensation for our services, taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform the services. Other considerations include our expertise in the complexities of the real estate practice, the necessary overhead associated with the rendering of the services and our assumption of risk in the rendering of the services. There has been no charge made for any disclosures or information required by the Real Estate Settlement and Procedures Act, the Truth-in-Lending Act or the Homeowners’ Protection Act.

Borrower and Seller hereby acknowledge receiving and reading a copy of this Notice and affirm the accuracy of their respective contained herein.

Signature _____ Date _____
John Doe

Attorney Rep Notice

PeirsonPatterson, LLP
By: Michael H. Patterson, P.C.

A handwritten signature in black ink, appearing to read "Michael H. Patterson", written over a horizontal line.

By: _____
Michael H. Patterson, President

Affidavit of Completion

THE STATE OF **Texas**

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF **Tarrant**

BEFORE ME, the undersigned authority, personally appeared **John Doe**, who being duly sworn, deposes and says:

I am the owner of the property described below and my address is:
42 East Bay Boulevard, Arlington, TX 76017

OR

I am _____ of _____,
owner of the property described below and am authorized to make this Affidavit. Owner's address is:

A description of the real property on which the improvements are located is as follows:

Lot 9, Block 5, East Bay Addition, an Addition located in the City of Arlington, Tarrant, County, Texas, according to the map recorded in Volume 22, Page 325, of the Map Records of Tarrant County, Texas.

A description of the improvements furnished under the original contract dated **01/01/07**, between owner and **ABC Builder, Inc.**, original contractor, whose address is **2727 Main Street, Arlington, Texas 76017**, is as follows:

Construction and/or Improvement to said real property.

The improvements described in the above contract have been completed and the date of completion is

_____.

A PERSON OR ENTITY CLAIMING A LIEN MAY NOT HAVE A LIEN ON RETAINED FUNDS UNLESS THE CLAIMANT FILES AN AFFIDAVIT CLAIMING A LIEN NOT LATER THAN THE 30TH DAY AFTER THE DATE OF COMPLETION.

This Affidavit is being filed by the owner in compliance with Property Code, Section 53.106.

Signature

John Doe

Date

Affidavit Of Completion

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **John Doe**

Notary Public

Printed Name: _____

My commission expires: _____

Affidavit Of Completion

Lender: **Heritage Rock Mortgage**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**

Document Correction Agreement

Loan # 7070665

AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any loan documentation, Borrower(s) agrees as follows: That, should a document be lost or misplaced, misstated or inaccurately reflect the true and correct terms and conditions of the Loan, upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate documents(s). Borrower's completed and accepted final application and any disclosure statements provided by Lender shall be evidence of Borrower's and Lender's intent regarding the agreed terms and conditions of the loan. If a replacement note is executed, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original executed note. The documents Lender requests Borrower(s) to execute, acknowledge, initial and deliver pursuant to this Paragraph shall hereinafter be referred to as "Replacement Documents." Borrower(s) agrees to deliver the Replacement Documents within ten (10) days after receipt by Borrower(s) of a written request from Lender for such replacement. Borrower(s) also agrees that upon the request of the Lender (including persons acting on behalf of the Lender) or Settlement Agent, Borrower(s) will comply with Lender's reasonable request to supply additional documentation and/or to pay Lender any additional sums previously disclosed to Borrower(s) as a cost or fee associated with the Loan which for whatever reason was not collected at closing. The documents or fees Lender requests Borrower(s) to provide pursuant to this Paragraph shall hereinafter be referred to as "Additional Documents or Fees."

REQUEST BY LENDER: Any request by the Lender, (including persons acting on behalf of the Lender) or Settlement Agent for any Additional Documents or Fees shall be prima facie evidence of the necessity for same. A written statement from Lender, (including persons acting on behalf of the Lender) or Settlement Agent, addressed to Borrower(s) at the address indicated in the documentation shall be considered conclusive evidence of the necessity for said Additional Documents or Fees or corrections thereof.

FAILURE TO DELIVER REPLACEMENT OF ADDITIONAL DOCUMENTS OR FEES MAY CONSTITUTE DEFAULT: Borrower(s)'s failure or refusal to comply with the terms of the Lender's request may, at Lender's election, constitute a default under the note and/or mortgage/deed of trust and give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

BORROWER LIABILITY: If Borrower(s) fails or refuses to execute, acknowledge, initial and deliver the Replacement Documents or provide the Additional Documents or Fees to Lender more than ten (10) days after being requested to do so by Lender, and understanding that Lender is relying on these representations, Borrower(s) agree(s) to be liable for any and all loss or damage which Lender sustains thereby including but not limited to all attorney's fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower(s).

Signature

Date

John Doe

[Sign Originals Only]

Lender: **Heritage Rock Mortgage**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**

Escrow Waiver

Loan # 7070665

At the request of the Borrower(s), it is hereby UNDERSTOOD AND AGREED by and between Lender and Borrower(s), that upon the extension of the above-referenced loan Lender does hereby conditionally waive the depositing of 1/12th of the hazard insurance premiums and taxes in escrow with the loan payments on said loan each month by the Borrower(s), accepting only the periodic payment of the principal and interest due on said loan each month only.

HOWEVER, it is also agreed that said Borrower(s) shall pay said real estate taxes and periodic hazard insurance premiums when the same become due and payable and remit paid receipts of same to Lender upon payment of same, and upon failure to remit same, Lender may require that payments shall immediately be increased to include those escrow payments.

AGREED this _____ day of _____, 20_____.

Signature

Date

John Doe

Escrow Waiver

Lender: **Heritage Rock Mortgage**
Lender Address: **1212 Sunnydale Drive, Arlington, TX 76017**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**

Fair Credit Reporting Act Notice
(Prior to Furnishing Negative Information to
Nationwide Consumer Reporting Agency)

Loan # 7070665

Pursuant to the Fair Credit Reporting Act and Regulation V, we are required to provide you with the following information:

We may report information about your loan and/or account to credit bureaus. Late payments, missed payments, or other defaults on your loan and/or account may be reflected in your credit report.

ACKNOWLEDGMENT

I/We have read the above statement and acknowledge receiving a copy by signing and dating below.

Signature

Date

John Doe

Lender: **Heritage Rock Mortgage**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**

Name Affidavit

Loan # 7070665

In reference to the above-described loan transaction, I the undersigned, and being named party in the loan documents for said transaction, on oath do swear that I am one and the same person as:

John R. Doe

Signature Date
John Doe

STATE OF TEXAS
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **John Doe**

Notary Public
Printed Name: _____
My commission expires: _____

Lender: **Heritage Rock Mortgage**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**

Notice of No Oral Agreements

Loan # 7070665

THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Heritage Rock Mortgage, a Texas national bank

Signature

Date

Jill Tucker, Vice President

Signature

Date

John Doe

Note: "Loan Agreement" as used herein means promissory note, agreement, undertaking, deed of trust, document, commitment or any combination thereof pursuant to which Lender loans money.

Lender: **Heritage Rock Mortgage**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**

Status Certification Affidavit

Loan # 7070665

I/We being the above referenced Borrower(s), on oath swear that the following statements are true:

I/We understand that Lender is granting a mortgage loan (the "Loan") based on the representations made in the loan application given by the Borrower(s) to Lender. I/We hereby certify that all statements related to the loan application, including but not limited to financial, marital, and employment status, have not changed, and to my/our knowledge, will not adversely change in the foreseeable future. The statements of fact regarding occupancy of the Property which is being purchased or refinanced are the same as represented at time of loan application. The funds for down payment and closing costs are being paid from the source stated on the loan application. I/We further certify that if my/our loan application states that other real estate was to be sold, this is to certify that such transaction has taken place and I/we no longer have title in such real estate.

I/We understand that I/we hereby warrant all representations made in connection with the Loan.

I/We further understand that if any statements or facts have been knowingly misrepresented, the Loan will be in default and will be called due immediately. I/We have read this entire affidavit and understand and agree to all terms and conditions of this affidavit.

Note: If there have been any changes as specified above, contact Lender immediately and do not close the loan.

EXECUTED this _____ day of _____, 20_____.

Signature

Date

John Doe

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by **John Doe**

Notary Public

Printed Name: _____

My commission expires: _____

Status Certification Affidavit

Lender: **Heritage Rock Mortgage**
Borrower: **John Doe, a single person**
Property: **42 East Bay Boulevard, Arlington, Texas 76017**

Texas Collateral Protection Insurance Notice

Loan # 7070665

According to Section 307.052 of the Texas Finance Code the following notice is given to Debtor by Creditor.

A. The Debtor is required to:

- (i) keep Collateral insured against damage in the amount the Creditor specifies;
- (ii) purchase the insurance from an insurer that is authorized to do business in this state or an eligible surplus lines insurer; and
- (iii) name the Creditor as the person to be paid under the policy in the event of a loss;

B. The Debtor must, if required by the Creditor, deliver to the Creditor a copy of the policy and proof of the payment of premiums; and

C. If the Debtor fails to meet any requirement listed in Paragraph (A) or (B), the Creditor may obtain collateral protection insurance on behalf of the Debtor at the Debtor's expense.

Signature

John Doe

Date

**Request for Taxpayer
Identification Number and Certification**

**Give form to the requester. Do
not send to the IRS.**

Print or type-See Specific
Instructions on page 2

Name (as shown on your income tax return)

John Doe

Business name, if different from above

Check appropriate
box:

☐

Individual/Sole proprietor

☐

Corporation

☐

Partnership

☐

Other

☐

Exempt from backup withholding

Address (number, street, and apt. or suite no.)

42 East Bay Boulevard

City, state, and ZIP code

Arlington, TX 76017

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note: If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

Sign
Here

Signature of
U.S. person •

Date •

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign Person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.)

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for

certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.

Request for Taxpayer Identification Number and Certification - Borrower 1

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding.

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt for backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required	Generally, exempt recipients 1

to be reported and direct sales over \$5,000 ¹	through 7 ²
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¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get a SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 3 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for a SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The Individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.